

I have waited since Saturday for Smith's statement of fact as promised he has called on me to day & said "You can make it out from what I tell you as well as I can" He then named over as I will now state

Now Smith did not pay up to Holden the time he had on the article, but Baker raised the money & paid over to Holden & took the article -

On the 1st day of June 1830 Smith did not deliver to Baker the article free of incumbrance ^{of course} nor did he pay to Baker the money he paid to Holden for the same

Baker soon after procured Smith on the agreement to remove the money paid to Holden & removing Judge's land & my Exp. which was not Nullabona

In the Spring of 1830 Baker called on Smith & offered to convey to him the property & take back a Mortgage according to the terms of the contract without the payment by Smith of the money paid to Holden taking his chance for the collection of that sum of Smith on the Judge. Smith refused to accept the deed & give the deed gap unless Baker would extend the first payment to be made beyond the time specified in the agreement. (thus says Baker's counsel, Smith does not agree to that statement and I presume it will do no good)

Various dickens were then had but necessary to detail such as an attempt on the part of Baker to obtain possession under the act in relation to Land Lord & tenant & in which Baker failed a time ensued under an oral agreement that the Land of which Baker held the article should be sold & out of the money of that sale Baker was to be paid for the rest of the Buffalo premises while Smith had occupied them ^{& the money paid to Holden and} Baker to take them back & Smith to have the residue of the article sale this arrangement lasted through the latter part of summer till fall the place in Penobscot was not sold & Baker procured an agent named for possession which was tried & had ~~not~~ ^{not} obtained at the March Circuit 1831

1831. a Bill of Exemption taken (in which I have
no confidence) & the binding is suspended —
Cary came and tendered to Baker the money
paid by him to Holden with interest & cost
of suit, the cost of the Ejectment suit and
all the money that was, or would have been
due on instalments according to the terms
of the contract — amounting to about \$1050

Can Baker now be compelled in Chancery
to convey? Ha

August 9. 1831 —

Dr Sir my health is far better than when I wrote the
letter but not restored — Baker now offers
as I am informed by Fillmore, to submit the
question upon the agreement & facts to John
C. Spencer. upon written proofs & be bound
to abide his award who shall pass upon the
question as a Chancellor & the party failing
shall pay Spencer's fees & expenses — advise
me, I write as to what you will do — soon
be greatly haste

Yours truly

Thos. C. Love

Thos. C. Love

Aug 9. 1831

Spencer born 1805